

## LICENSE AGREEMENT

THIS AGREEMENT is entered into this 13 day of December, 2013, by and between the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Town"), being the owner of Assessor's Parcel 48-8 in said Nantucket (the "Town Property") and Siasconset Beach Preservation Fund, Inc. ("SBPF"), a Massachusetts 501(c)(3) corporation created by residents of Nantucket to protect homes and associated public infrastructure along Baxter Road in the Siasconset area of Nantucket, and the owners of private properties (the "Private Property Owners") located along Baxter Road ("the "Private Property"), as listed on the signatory page of this document. SBPF represents and expressly warrants that it is a corporate entity with the legal authority to contract under state and federal law, and that the undersigned has express authority to sign this license as a binding contract on its behalf. SBPF shall also provide the Town with such corporate documents as are necessary to confirm these representations and warranty.

WHEREAS, the Town and the Private Property Owners are the owners of record of portions of the Town Property and the Private Property shown on a plan attached hereto as Exhibit A (the "Licensed Premises");

WHEREAS, the Town and SBPF have entered into a Memorandum of Understanding and Amendment to the Memorandum of Understanding agreeing that the Town and SBPF shall apply, as co-applicants, for approval of an emergency project (the "Project") to protect Baxter Road temporarily in the areas where Baxter Road appears to be in imminent danger due to erosion of Siasconset Bluff, specifically from 85 to 107A Baxter Road; and

WHEREAS, the Town and SBPF, with the assent of the Private Property Owners have filed applications with the Nantucket Conservation Commission (the "Commission") for approval of the Project, which, if approved, would involve the entry upon and use of the Licensed Premises for construction of a coastal engineering structure upon the Licensed Premises, including the associated supplemental erosion protection, and associated inspections, repairs and mitigation activities, as described in the application materials to the Commission.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

1. The Town and the Private Property Owners hereby grant to SBPF a non-exclusive license to enter and use the Licensed Premises to construct a coastal engineering structure to the extent such structure is permitted by the Commission, including the associated supplemental erosion protection, and associated inspection, repairs and mitigation activities and expressly subject to

any and all conditions which the Commission shall impose upon such permit, and subject also to any and all other federal, state, or local laws, bylaws, regulations or code provisions which may apply to the project, including applicable provisions of the Massachusetts Public Construction laws, including without limitation G.L. c. 30, § 39M relating to construction of public works projects, and any applicable provisions of G.L. c. 149 relating to the payment of prevailing wages, as may be determined by the Town in its sole discretion prior to SBPF entering into any contract for construction work on Town Property. Such entry and use shall be exercised from the date of the execution of this License, with no work altering the Licensed Premises to commence until the date upon which any permit from the Commission shall become effective, and shall continue until such date as it is terminated or the entry and use is no longer permitted in accordance with the conditions imposed upon the project by the Commission. The Private Property Owners also agree to grant the Town the necessary easements for a One Big Beach Easement as shown on a plan and in a form to be mutually agreed upon. The Town and the Private Property Owners make no representation or warranty, by said grant of license hereby or otherwise, that they have title to or rights in the Licensed Premises or that the Licensed Premises may be used for any purpose other than that expressly permitted and conditioned by the Commission. SBPF acknowledges that it has not relied upon any warranties or representations of the Town or the Private Property Owners nor any person acting on their behalf, and that SBPF agrees to accept the Licensed Premises "as is", with no liability on the part of the Town or the Private Property Owners for any condition or defect of title in the Licensed Premises, whether or not known to the Town or the Private Property Owners or any representatives. The terms of this paragraph shall survive the termination of this License.

2. SBPF shall own any coastal engineering structure and associated erosion control measures which may be permitted by the Commission and installed on the Licensed Premises. SBPF shall be solely responsible for the design and construction of the structure and the means, methods and techniques used for building the structure in accordance with the conditions imposed by the Commission and shall also bear all costs of design and construction. SBPF shall also be solely responsible for all costs necessary for maintenance and repair of the structure in accordance with any and all conditions of approval from the Commission, including the costs of any required mitigation, such as sand replenishment. SBPF shall also be solely responsible for the costs of removal of the structure upon either expiration of any deadline set forth in the Commission's Order of Conditions or prior thereto if removal is validly ordered by the Commission, or by the Board of Selectmen in connection with any revocation of this License and shall also be solely responsible for the cost of restoration of the Licensed Premises to the condition of the Licensed Premises at the time of the commencement of this License or if that is not possible, to conditions that restore the form and function of the disturbed bank

and beach to the fullest extent reasonably possible as approved by the Commission. SBPF shall provide the Town with a letter of credit or surety funds in an amount to be confirmed by the Director of Public Works and form satisfactory to the Town in order to secure the faithful performance of any of the foregoing obligations should SBPF fail to fulfill its obligations under this License Agreement, or the reasonable costs of removal and restoration, which shall remain in effect until the completion of all obligations under this License to the Town's reasonable satisfaction.

3. SBPF agrees to indemnify, defend with counsel of the defendant's choosing, and hold the Town and the Private Property Owners harmless from and against all claims, demands, losses, costs, damages, causes of action, or liabilities whatsoever, including but not limited to mechanic's liens and reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the Town or the Private Property Owners, or their respective agents, employees, successors and assigns of either by third parties by reason of (a) the construction, maintenance, mitigation, or removal of, any coastal engineering structure permitted by the Commission and any failure on the part of SBPF, its agents, contractors, or representatives to comply with any condition required to be performed or complied with by SBPF by the Commission; (b) for death, bodily injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the defendant, relating in any way, to SBPF's exercise of its rights under this License; (c) any claims seeking damages for alleged adverse effects arising from the construction of the coastal engineering structure including but not limited to alleged adverse effects to downdrift properties, claims for takings, property damage, loss of use, negligence, nuisance, trespass, or diminution of property value; (d) the discharge, release or threatened release at or from the Licensed Premises of oil or hazardous material as defined under federal, state or local law which is caused by SBPF, its agents, contractors, or representatives under this License. The terms of this paragraph shall survive the termination of this License.
4. SBPF will be solely responsible for any hazards created through SBPF's acts or omissions in connection with this License. Furthermore, SBPF and the Private Property Owners hereby release the Town and the County of Nantucket (the "County"), from any and all claims and liabilities of every kind, nature and description whatsoever, whether known or unknown, in both law and equity, which they have or may have had from the beginning of the world to the date of execution of this License, and more particularly with respect to any alleged acts or omissions of the aforesaid released parties concerning Baxter Road, erosion of Siasconset Bluff, and any related subject matter. SBPF and the Private Property Owners also release the Town and the County from any responsibility or liability for SBPF's or the Private Property Owner's losses or damages related to the condition of the Licensed Premises,

and agree and covenant that they will not assert or bring, nor cause any third-party to assert or bring any claim, demand, lawsuit or cause of action against the Town related to the Licensed Premises including without limitation, claims for takings, property damage, loss of use, negligence, nuisance, wrongful death, trespass, diminution in property value, personal injury damages and any other damages relating to or arising from the SBPF's use of the Licensed Premises. The provisions of this Paragraph shall survive the termination of this License.

5. SBPF also agrees to provide all funding for engineering and design services for the layout of a new public road, as well as funding for surveys, preparation of easement taking plans and appraisals.
6. This License shall not be construed as creating or vesting in the Licensees any estate in the Licensed Premises, but only the limited right of entry and use as hereinabove stated.
7. This License is personal and exclusive to SBPF and is not intended to run with the land. This License may not be transferred or assigned without the express written consent of the Town.
8. This License represents the complete understanding and entire agreement between the parties hereto with respect to the entry and use of the Licensed Premises. The terms of the aforesaid Memorandum of Understanding and Amendment to the Memorandum of Understanding shall remain in full force and effect to the extent they are consistent with this License. To the extent such terms are inconsistent, the terms of the License shall govern and any inconsistent terms shall be superseded and of no effect.
9. This License is to be interpreted under and construed in accordance with the laws of the Commonwealth of Massachusetts. If any portion of this License is deemed to be illegal, unenforceable or void by a court of competent jurisdiction, then all parties shall be relieved of their obligations under that provision, but the remainder shall be enforceable to the fullest extent permitted by law.
10. SBPF shall procure all necessary permits before undertaking any work on the Licensed Premises. The siting of the coastal engineering structure and associated activities shall be performed in accordance with the conditions set by the Commission. SBPF shall not permit any mechanics' liens or similar liens, to remain upon the Licensed Premises for labor and material furnished to SBPF or claimed to have been furnished to SBPF in connection with any work performed or claimed to have been performed at the direction of SBPF and SBPF shall cause any such lien to be released forthwith at no cost to the Town. During the exercise of the rights hereby granted, SBPF shall at all times conduct itself so as to not unreasonably interfere with the use or

operations of the Town on the Town Property, and the use of the Private Property by the Private Property Owners. The SBPF shall at all times comply with all applicable local, state, and federal rules, regulations, statutes and by-laws, and the permits and conditions issued for the project on the Licensed Premises.

11. This License shall be revocable by the Town at its sole discretion upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice. In the event that this License is terminated, then SBPF at its own expense shall remove the structure from the Licensed Premises and restore the Licensed Premises to the condition at the time of the commencement of this License and if this is not possible, to conditions that restore the form and function of the disturbed bank and beach to the fullest extent reasonably possible as agreed to by the Commission. This obligation shall survive the termination of this License.
12. SBPF shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, and coverage for any of the claims referenced in paragraphs 3 and 4 above, in the following minimum amounts: General Liability \$10,000,000 per occurrence; Bodily Injury Liability \$10,000,000 per occurrence; and Property Damage Liability or a combined single limit of \$10,000,000 annual aggregate limit. Prior to entering upon the Licensed Premises, and thereafter on or before January 1 of each year of the term of this License, SBPF shall provide the Town with a certificate of insurance in each case indicating the Town as an additional insured on the policy and showing compliance with the foregoing provisions. SBPF shall require the insurer to give at least thirty (30) days written notice of termination, reduction or cancelation of the policy to the Town. SBPF or its contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the Licensed Premises, as required by law. SBPF agrees that while any contractor is performing work on behalf of SBPF at the Licensed Premises the contractor shall carry liability insurance and automobile liability insurance in amounts of General Liability and Automobile Liability insurance in amounts of \$3,000,000.00, combined single limit and shall name the Town as an additional insured party. Prior to any construction or site work on the Licensed Premises performed by SBPF or any contractor on behalf of SBPF on the Licensed Premises, SBPF shall provide the Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approval, permits, necessary or obtained to construct or siting of the dwelling and any construction or excavation work.
13. The Town reserves the rights and SBPF shall permit the Town to enter upon and use that portion of the Licensed Premises situated on the Town Property at any time and for all purposes at the Town's sole discretion provided it does

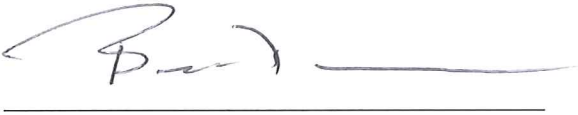
not unreasonably interfere with the operations of the SBPF on the Licensed Premises.

14. All notices given pursuant to this License shall be in writing and sent to the other party at the address set forth in the first paragraph hereof, by United States Mail or overnight express courier. Either party may, from time to time, specify one additional party to receive written notice in order for such notice to be binding.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET  
By its Board of Selectmen



Siasconset Beach Preservation Fund, Inc.

By: \_\_\_\_\_

85 Baxter Road

By: \_\_\_\_\_

87 Baxter Road

By: \_\_\_\_\_

91 Baxter Road

By: \_\_\_\_\_

93 Baxter Road

By: \_\_\_\_\_

97 Baxter Road

By: \_\_\_\_\_

99 Baxter Road

By: \_\_\_\_\_

101 Baxter Road

By: \_\_\_\_\_

105 Baxter Road

By: \_\_\_\_\_

107 Baxter Road

By: \_\_\_\_\_

107A Baxter Road

By: \_\_\_\_\_

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET  
By its Board of Selectmen

Siasconset Beach Preservation Fund, Inc.

By:  Peter P. O'Neil, President

85 Baxter Road

By: \_\_\_\_\_

87 Baxter Road

By: \_\_\_\_\_

91 Baxter Road

By: \_\_\_\_\_

93 Baxter Road

By: \_\_\_\_\_

97 Baxter Road

By: \_\_\_\_\_

99 Baxter Road

By: \_\_\_\_\_

101 Baxter Road

By: \_\_\_\_\_

105 Baxter Road

By: \_\_\_\_\_

107 Baxter Road

By: \_\_\_\_\_

107A Baxter Road

By: \_\_\_\_\_



EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET  
By its Board of Selectmen

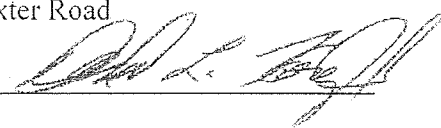
Siasconset Beach Preservation Fund, Inc.

By: \_\_\_\_\_

85 Baxter Road

By: \_\_\_\_\_

87 Baxter Road

By:  \_\_\_\_\_

91 Baxter Road

By: \_\_\_\_\_

93 Baxter Road

By: \_\_\_\_\_

97 Baxter Road

By: \_\_\_\_\_

99 Baxter Road

By: \_\_\_\_\_

101 Baxter Road

By: \_\_\_\_\_

105 Baxter Road

By: \_\_\_\_\_

107 Baxter Road

By: \_\_\_\_\_

107A Baxter Road

By: \_\_\_\_\_

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET  
By its Board of Selectmen

Siasconset Beach Preservation Fund, Inc.

By: \_\_\_\_\_

85 Baxter Road

By: \_\_\_\_\_

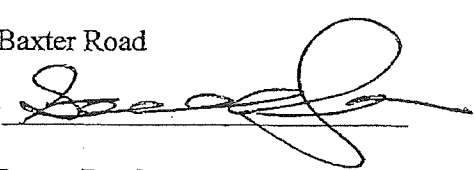
87 Baxter Road

By: \_\_\_\_\_

91 Baxter Road

By: \_\_\_\_\_

93 Baxter Road

By:  \_\_\_\_\_

97 Baxter Road

By: \_\_\_\_\_

99 Baxter Road

By: \_\_\_\_\_

101 Baxter Road

By: \_\_\_\_\_

105 Baxter Road

By: \_\_\_\_\_

107 Baxter Road

By: \_\_\_\_\_

107A Baxter Road

By: \_\_\_\_\_

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET  
By its Board of Selectmen

Siasconset Beach Preservation Fund, Inc.

By: \_\_\_\_\_

85 Baxter Road

By: \_\_\_\_\_

87 Baxter Road

By: \_\_\_\_\_

91 Baxter Road

By: \_\_\_\_\_

93 Baxter Road

By: \_\_\_\_\_

97 Baxter Road *Margaret McQuade*

By: *Laura C McQuade*

99 Baxter Road

By: \_\_\_\_\_

101 Baxter Road

By: \_\_\_\_\_

105 Baxter Road

By: \_\_\_\_\_

107 Baxter Road

By: \_\_\_\_\_

107A Baxter Road

By: \_\_\_\_\_

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET  
By its Board of Selectmen

Siasconset Beach Preservation Fund, Inc.

By: 

85 Baxter Road

By: 

87 Baxter Road

By: \_\_\_\_\_

91 Baxter Road

By: \_\_\_\_\_

93 Baxter Road

By: \_\_\_\_\_

97 Baxter Road

By: \_\_\_\_\_

99 Baxter Road

By: 

101 Baxter Road

By: \_\_\_\_\_

105 Baxter Road

By: \_\_\_\_\_

107 Baxter Road

By: \_\_\_\_\_

107A Baxter Road

By: \_\_\_\_\_

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET  
By its Board of Selectmen

Siasconset Beach Preservation Fund, Inc.

By: \_\_\_\_\_

85 Baxter Road

By: \_\_\_\_\_

87 Baxter Road

By: \_\_\_\_\_

91 Baxter Road

By: \_\_\_\_\_

93 Baxter Road

By: \_\_\_\_\_

97 Baxter Road

By: \_\_\_\_\_

99 Baxter Road

By: \_\_\_\_\_

101 Baxter Road

By: \_\_\_\_\_

105 Baxter Road *H. Kim B. Matheson*  
By: *Marilee B Matheson*

107 Baxter Road

By: \_\_\_\_\_

107A Baxter Road

By: \_\_\_\_\_

101 Baxter Road LLC

By: James E. Walker, III, on behalf of  
Member of "101 Baxter Rd LLC"  
James E. Walker, III, Manager

105 Baxter Road

By:

107 Baxter Road

By:

107A Baxter Road

By:



# CERTIFICATE OF LIABILITY INSURANCE

SIASC-1

OP ID: JD

DATE (MM/DD/YYYY)

12/17/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Walter J. May Ins. Agcy., Inc. 188 Whiting Street Hingham, MA 02043-9840 Joan DeCoste		<b>Phone:</b> 781-749-4310 <b>Fax:</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Essex Insurance Company <b>INSURER B:</b> Associated International <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C, No):</b> <b>NAIC #</b>
<b>INSURED</b>	Siasconset Beach Preservation Josh Posner PO Box 2279 Nantucket, MA 02584			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TO BE ASSIGNED	12/17/13	12/17/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	AUTOMOBILE LIABILITY			TO BE ASSIGNED	12/17/13	12/17/14	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			TO BE ASSIGNED	12/17/13	12/17/14	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 9,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insureds, Town of Nantucket, William B & Marilee B Matteson, James E III and Deborah C Walker, Ann B Furrow, Lawrence C & Margaret McQuade, Steven T & Erin P Freeman, Daniel L Korengold and Martha L Dippell

**CERTIFICATE HOLDER****NANTUCT**

Town of Nantucket  
16 Broad Street  
Nantucket, MA 02554

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Erika Mooney

---

**From:** Steven Cohen [slc@readelaw.com]  
**Sent:** Wednesday, March 19, 2014 11:57 AM  
**To:** Erika Mooney  
**Cc:** Libby Gibson; Josh Posner (jposner@risingtidellc.net); George Pucci (GPucci@k-plaw.com); Kara Buzanoski  
**Subject:** RE: SBPF docs.  
**Attachments:** ASBUILT-JAN-30-2014.pdf

Erika,

The signers signed the document in an inconsistent way, so it is hard to figure it out. The signature pages provided show the signatures of all of the respective lots as follows:

- 1) BOS
- 2) Posner for SBPF
- 3) Korngold for 91 Baxter
- 4) Freeman For 93 Baxter
- 5) McQuades for 97 Baxter
- 6) Farrow for 87 and 99 Baxter
- 7) Mattesons for 105 Baxter
- 8) Walker for 101 Baxter

There are no signatures for 85 or 107 and 107a because the project was reduced from 1500 feet to less than 900 feet, as shown on the attached as-built. Those lots are not participating in the license at this time because no work was done there. If the pending notice of intent alters this, we can deal with the at that time. I recall raising this point as a potential result during the license discussions, but if this is an issue, please let me know.

Steven

Steven L. Cohen, Attorney  
Reade, Gullicksen, Hanley, Gifford & Cohen, LLP  
P.O. Box 2669 (6 Youngs Way)  
Nantucket, MA 02584  
508-228-3128 W  
508-228-5630 F  
[SLC@readelaw.com](mailto:SLC@readelaw.com)

### STATEMENT OF CONFIDENTIALITY:

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering the e-mail to the intended recipient, be advised you have received this message in error and that any use, dissemination, forwarding, printing, or copying is strictly prohibited. Please notify the sender immediately at either (508) 228-3128 or [SLC@readelaw.com](mailto:SLC@readelaw.com), and destroy all copies of this message and any attachments.

---

**From:** Erika Mooney [<mailto:EMooney@nantucket-ma.gov>]  
**Sent:** Tuesday, March 18, 2014 4:19 PM



**To:** Steven Cohen

**Cc:** Libby Gibson; Josh Posner ([jposner@risingtidellc.net](mailto:jposner@risingtidellc.net)); George Pucci ([GPucci@k-plaw.com](mailto:GPucci@k-plaw.com)); Kara Buzanoski

**Subject:** RE: SBPF docs.

Steven:

I am just reviewing the signatures; whose is that one page 8? Josh Posner? If so is he allowed to sign for Jay Wertheimer, Trustee (former Lugosch property)? And who signed page 10?

Unless I can't read the signatures correctly, I don't see signatures for John Judy or Hanna Judy Gretz, or for Freeman (unless that's Freeman's signature on page 10?) Please let me know. Thanks.

Erika

Erika D. Mooney  
*Executive Assistant to the Town Manager*  
Town of Nantucket  
16 Broad Street  
Nantucket MA 02554  
508-228-7266 Direct  
508-228-7255 Town Administration  
508-228-7272 Fax

---

**From:** Steven Cohen [<mailto:slc@readelaw.com>]

**Sent:** Tuesday, March 18, 2014 3:56 PM

**To:** Erika Mooney

**Cc:** Libby Gibson; Josh Posner ([jposner@risingtidellc.net](mailto:jposner@risingtidellc.net)); George Pucci ([GPucci@k-plaw.com](mailto:GPucci@k-plaw.com)); Kara Buzanoski

**Subject:** SBPF docs.

Erika,

Please find attached the License (original signature set to be delivered), which I just received a fully executed copy of, and the MOU and MOU amendment, which you should already have as fully executed. On behalf of SBPF, my sincere apologies for the delay.

Please note that the Insurance certification is attached to the License.

George tells me the Vicki Marsh is working on the removal escrow agreement and we can put the \$150k, which we have, in that account when it is all set.

I think that is everything. Let me know if you need anything else.

Steven

Steven L. Cohen, Attorney  
Reade, Gullicksen, Hanley, Gifford & Cohen, LLP  
P.O. Box 2669 (6 Youngs Way)  
Nantucket, MA 02584  
508-228-3128 W  
508-228-5630 F  
[SLC@readelaw.com](mailto:SLC@readelaw.com)

STATEMENT OF CONFIDENTIALITY:

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering the e-mail to the intended recipient, be advised you have received this

message in error and that any use, dissemination, forwarding, printing, or copying is strictly prohibited. Please notify the sender immediately at either (508) 228-3128 or [SLC@readelaw.com](mailto:SLC@readelaw.com), and destroy all copies of this message and any attachments.

